

MICHELLE B. HEVERLY, Bar No. 178660
E-Mail: mheverly@littler.com
TODD K. BOYER, Bar No. 203132
E-Mail: tboyer@littler.com
LITTLER MENDELSON
A Professional Corporation
50 West San Fernando Street, 14th Floor
San Jose, CA 95113.2303
Telephone: 408.998.4150
Facsimile: 408.288.5686

Attorneys for Defendant
LOCKHEED MARTIN CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

EMILIO COLLADO,

Plaintiff,

v.

LOCKHEED MARTIN, and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No. C07 05190 JF

**DEFENDANT'S REQUEST FOR
JUDICIAL NOTICE IN SUPPORT OF ITS
MOTION TO DISMISS PURSUANT TO
FED. R. CIV. P. 12(b)6; 12(f)**

Date: November 30, 2007
Time: 9:00 a.m.
Judge: Hon. Jeremy Fogel
Dept: 3, 5th Floor

Defendant Lockheed Martin Corporation ("Lockheed Martin") hereby requests the Court to take judicial notice pursuant to Federal Rule of Evidence 201; United States v. Wilson, 631 F.2d 118, 119 (9th Cir. 1980) (a court may take judicial notice of its own records, as well as the records of inferior courts in other cases); Silicon Valley Bank v. New Hampshire Insurance Co., 203 F. Supp. 2d 1152, 1155 (C.D. Cal. 2002) (granting request that court take judicial notice of documents previously filed with the court); Mack v. South Bay Beer Distributors, Inc., 798 F.2d 1279, 1282 (9th Cir. 1986) (abrogated on other grounds by Astoria Federal Savings and Loan Ass'n. v. Solimino, 501 U.S. 104, (1991)) (court may properly consider matters of public record, including filings in administrative bodies) of the following facts:

1.

DEFENDANT'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF ITS MOTION TO DISMISS

1. On August 14, 2007, Plaintiff Emilio Collado filed his Complaint with the Superior Court of the State of California, County of Santa Clara. Defendant thereafter removed this action to this Court on October 10, 2007. A copy of Plaintiff's Summons and Complaint is attached hereto as Exhibit "A."

2. On or about August 14, 2006, Plaintiff filed dual discrimination charges with the Equal Employment Opportunity Commission "EEOC" and the Department of Fair Employment and Housing "DFEH." A copy of these charges and associated documentation is attached hereto as Exhibit "B."

Dated: October 15, 2007

/s/ Todd K. Boyer
MICHELLE B. HEVERLY
TODD K. BOYER
LITTLER MENDELSON
A Professional Corporation
Attorneys for Defendant
LOCKHEED MARTIN CORPORATION

Firmwide:83266031.1 051770.1004

STANLEY G. HILTON, BAR NO. 65990
 LAW OFFICES OF STANLEY G. HILTON
 580 CALIFORNIA ST., SUITE 500
 SAN FRANCISCO, CA 94104
 Tel: (415) 786-4821
 FAX 415 439 4963
 E MAIL: LOUCASLOUKAS@YAHOO.COM

Attorney for Plaintiff
 EMILIO COLLADO

SUPERIOR COURT OF CALIFORNIA,

SANTA CLARA COUNTY, UNLIMITED JURISDICTION

EMILIO COLLADO,

Plaintiff,

vs.

LOCKHEED MARTIN and DOES 1
 THROUGH 20, inclusive,

Defendants.

No. 107CV092061

COMPLAINT FOR MONETARY
 DAMAGES

JURY TRIAL DEMANDED

INTRODUCTORY ALLEGATIONS

1. Plaintiff, EMILIO COLLADO, is a citizen of the City of ~~Santa Clara~~, California, County of Santa Clara, and a Hispanic male who at all times herein mentioned resides in the City of Santa Clara, California, in Santa Clara County, California.

2. Defendant, LOCKHEED MARTIN (hereinafter "Lockheed") is a business located at Sunnyvale, California.

3. Plaintiff was an employee of defendant from on or about April 30, 2001, to on or about January 12, 2006.

4. Defendants are individuals, corporations and businesses located in the County of Santa Clara and are licensed to do business here.

FILED Santa Clara Co
 09/14/07 3:22pm
 Clerk's Office
 Chief Executive Officer
 Sgt. Swandel DTAC/WD10
 RM100700080121
 OK 1375.00
 TL 1570.00
 Case: 1-07-CV-092061

UCS

D. Wendel

San Jose SH

5. Plaintiff is ignorant of the true names and capacities of defendants sued herein as does one through twenty, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of these fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that plaintiff's injuries as herein alleged were proximately caused by the aforementioned defendants.

6. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned each of the defendants was the agent and employee of each of the remaining defendants and, in doing the things hereinafter alleged, was acting within the course and scope of such agency and employment.

7. The unlawful business practice complained of herein occurred in Santa Clara County, in Sunnyvale, California.

FIRST CAUSE OF ACTION:

VIOLATION OF CALIFORNIA GOVERNMENT CODE §§ 12940 THROUGH 12997
(DISCRIMINATION) ~~BASED ON RACE, ANCESTRY, NATIONAL ORIGIN, SEX, AGE, RELIGION, MARITAL STATUS, AND DISABILITY~~ *87M*

A VIOLATION OF CALIF. FAIR EMPLOYMENT AND HOUSING ACT ("FEHA").

8. The allegations of paragraphs 1 through 7 are realleged and incorporated herein by reference. This cause of action is pled against each and every defendant.

9. Defendants employed plaintiff from on or about April 30, 2001, to on or about January 12, 2006, when plaintiff was fired without just cause, and pretextually, because of his mental disability, bipolar disorder.

10. Defendant hired plaintiff to perform certain tasks in its company, at Sunnyvale, California. Plaintiff was promised career opportunities and paths and was promised a great career.

11. On or about December 1, 2004, defendants began to discriminate against plaintiff because of his handicap, medical condition (bipolar) *mental disorder 57M*. Defendant became aware of this condition on or about December 1, 2004.

1 12. On or about December 1, 2004, plaintiff's supervisor, Francis Seidl, pried into
2 his medical history and learned he suffered from bipolar disorder.

3 13. On or about October 2005 defendant placed plaintiff on a PIP (performance
4 improvement plan); on November 30, 2005 defendant suspended plaintiff and on January 12,
5 2006, defendant fired plaintiff. On or about January 12, 2006, defendant terminated plaintiff's
6 employment, for discriminatory Reasons, and without just cause.

7 14. Defendants concocted false accusations against plaintiff, accusing him of
8 insubordination, making threats etc., as a pretext for firing him.

9 15. The defendant had no reason to fire plaintiff and did so because of
10 discriminatory attitudes by defendant as to plaintiff's disability, race, national origin, etc.

11 16. As a proximate result of said firing plaintiff suffered loss of income and benefits,
12 and severe damage to his reputation, in addition to lost income, and plaintiff has suffered the
13 loss of matching funds to his 401-K Plan which would have been contributed by defendant in the
14 form of shares of Lockheed-Martin stock and employee stock options, and other mutual funds
15 and other funds.

16 17. As a proximate result of defendants' conduct as explained above, plaintiff has
17 been damaged financially and emotionally, suffered pain and suffering, emotional distress,
18 incurred medical costs, has lost income and other benefits, health insurance, life insurance,
19 pension plan, 401(k) plan etc., has suffered depression and anxiety, and has incurred great
20 expenses, and other health, employment and career benefits, as well as lost potential income
21 earning ability, all to his detriment in a sum according to proof. The actions of defendants
22 described in paragraphs 1 through 10, supra, constitute a violation of the FEHA, Cal.
23 Government Code §12940, et seq.

24 18. The foregoing conduct of defendants, and each of them, was at all material times
25 malicious, oppressive, discriminatory and intentional and entitles plaintiff to an award of punitive
26 damages. Also plaintiff requests an award of attorney fees under FEHA.

27 19. Plaintiff filed a timely complaint of discrimination with DFEH and in 2006 was
28

1 given a right to sue letter giving him until August 14, 2007, to file this case in court, thus
2 exhausting his administrative remedies. This action is timely brought within the time allowed by
3 DFEH.

4 20. Plaintiff is entitled to an award of attorney fees under the FEHA statute, as the
5 prevailing party. (Sec. 12965(b), Cal. Government. Code)

6 WHEREFORE, plaintiff prays for judgment against defendants, and each of them, as
7 hereinafter set forth.

8 **SECOND CAUSE OF ACTION**

9 **(WRONGFUL TERMINATION)**

10 21. The allegations of paragraphs 1 through 20 are realleged and incorporated herein
11 by reference. This cause of action is pled against each and every defendant.

12 22. On or about January 12, 2006, defendants wrongfully terminated plaintiff from
13 his job in violation of public policy in the state of California by harassing him because he is
14 ethnic and disabled. This harassment violated California public policy which condemns
15 discrimination based on race, color, national origin, ethnicity. Manager of defendant cooked up
16 and fabricated false charges against plaintiff. This was a pretext for breach of contract and
17 wrongful termination.

18 23. The above described actions by defendants, as described in the first cause of
19 action, supra, was done by defendants and each of them with the intent of harming the plaintiff to
20 his detriment.

21 24. Plaintiff had vested employment rights because of his long term of association
22 with defendants. The defendants' wrongful termination of his violates public policy.

23 25. As a proximate result of defendants' conduct as explained above, plaintiff has
24 been damaged financially and emotionally, has suffered pain, has lost income and other benefits,
25 has suffered depression, and has incurred great expenses, and other health, employment and
26 career benefits, as well as lost potential income earning ability, all to his detriment in a sum
27 according to proof.
28

WHEREFORE, plaintiff prays for judgment against defendants, and each of them, as hereinafter set forth.

THIRD CAUSE OF ACTION

(BREACH OF CONTRACT)

27. The allegations of paragraphs 1 through 26 are realleged and incorporated herein by reference. This cause of action is pled against each and every defendant.

28. Plaintiff contracted with defendants and each of them, on or about 2001, as an employee with promises of regular increases for Cost of Living Adjustments (hereinafter "COLA") and merit reasons.

29. Plaintiff was associated with defendant for 4 years, consistently received good to excellent performance evaluations and merit raises, was assured on numerous occasions that he would not be terminated arbitrarily and relied on the provisions of the personnel manual regarding the causes for which an employee could be discharged to conclude that plaintiff and defendant had entered into an implied contract that plaintiff would not be discharged unless there was good cause to do so.

30. During the entire course of plaintiff's contract with defendants, and each of them, there existed an express and implied-in-fact contract, both written and oral contract, between plaintiff and defendants which included, but was not limited to, the following terms and conditions:

a. Plaintiff would be able to continue his association with defendants indefinitely so long as he carried out his duties in a proper and competent manner and would be paid \$52,000/year plus regular COLA and merit increases and bonuses;

b. Plaintiff would not be harassed, demoted, discharged or otherwise disciplined nor would plaintiff's job functions be reassigned for other than good cause with notice

1 thereof;

2 c. Defendants would not evaluate plaintiff's performance in an arbitrary,
3 untrue or capricious manner;

4 d. If grievances or complaints were lodged regarding plaintiff's performance,
5 he would be given written notice and a meaningful opportunity to respond and/or improve..

6 31. Plaintiff's total contract was evidenced by various written documents, oral
7 representations to plaintiff by defendants' agents and employees, and the parties' entire course of
8 conduct.

9 32. Plaintiff at all times fulfilled his duties, obligations and conditions under the
10 contract and has been ready, willing and able to continue performing them in a competent and
11 satisfactory manner.

12 33. Defendants materially breached said contract by summarily terminated by
13 defendants on or about 2006, without cause on a bogus pretext. This wrongful termination
14 violates the salary terms and conditions of the contract.

15 34. Defendants also materially breached said contract by creating trumped up
16 charges which had no basis in fact. These baseless charges demeaned plaintiff and otherwise
17 created a hostile work environment in an effort to induce plaintiff to quit.

18 35. Plaintiff's reliance on and belief in and acceptance on good faith of all the
19 assurances, promises and representations as listed in the foregoing paragraphs, led plaintiff
20 throughout his association with defendants to reasonably believe that his relationship was secure
21 and that thereby existed a contract of continuous association with defendants and each of them.
22 As independent consideration for this contract of continuous association, and as evidence of
23 plaintiff's reliance thereon, at the time he began working for defendants, plaintiff gave up secure
24 opportunities or employment with other employers and gave up other career options to accept
25 association with defendants. As further independent consideration, in addition to performing his
26 regular duties as an employee of defendants, plaintiff refrained from seeking any other
27 employment or opportunities and from time to time turned down, gave up, and refrained from
28

1 pursuing other career opportunities, while associated by defendants.

2 36. Plaintiff undertook and continued association with defendants and duly
3 performed all the conditions of the contract to be performed by him. Plaintiff has at all times
4 been ready, willing and able to perform and has offered to perform all the conditions of this
5 contract to be performed by him.

6 37. Defendants further materially breached the aforementioned employment contract
7 by engaging in a course of conduct with the intent and effect of making plaintiff's work
8 environment burdensome and oppressive in an effort to induce plaintiff to resign.

9 38. As a proximate result of defendants' breach of the total employment contract,
10 plaintiff has suffered and continues to suffer losses in earnings, income earning potential, and
11 other career benefits which he would have received had defendants not breached said agreement,
12 all to his damage in an amount according to proof. He also suffered pain and suffering, emotional
13 stress, anxiety and depression, and is entitled to special and general pain and suffering damages
14 therefore.

15 WHEREFORE, plaintiff prays for judgment against defendants, and each of them, as
16 hereinafter set forth.

17 **FOURTH CAUSE OF ACTION**

18 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

19 39. The allegations of paragraphs 1 through 38 are realleged and incorporated herein
20 by reference. This cause of action is pled against each and every defendant.

21 40. On or about 2005 through 2006, defendants' managers and officers engaged in
22 outrageous conduct by imposing a very hostile work environment on him. The defendants began
23 documenting imaginary instances of problems and constantly accusing plaintiff of misconduct
24 without justification.

25 41. This was nothing more than an attempt to humiliate plaintiff and cause him great
26 emotional distress.

27 42. On 2006, defendants conspired against plaintiff and fired plaintiff in an
28

1 outrageous manner designed to humiliate and embarrass him, and without any justification.

2 43. The above-described intentional acts constituted outrageous behavior which
3 caused plaintiff severe emotional distress. The defendants' conduct was outrageous, intentional
4 and malicious and done for the purpose of causing plaintiff to suffer humiliation, mental anguish,
5 and emotional and physical distress. The defendants' conduct was done with a wanton and
6 reckless disregard of the consequences to plaintiff's safety and interests.

7 44. As a proximate result of the aforementioned acts of the defendants, and each of
8 them, plaintiff has suffered and continues to suffer humiliation, mental anguish, and emotional
9 and physical distress and has been injured in mind and body in an amount according to proof.
10 Plaintiff's emotional injuries include anxiety, phobias, stress, and fear of harassment and verbal
11 abuse.

12 45. By reason of the aforementioned acts of the defendants and each of them,
13 plaintiff was prevented from attending to his usual occupation and therefore is entitled to
14 damages for lost income and benefits, as hereinabove alleged, according to proof.

15 46. The aforementioned acts of defendants, and each of them, were willful, wanton,
16 malicious and oppressive, and justify the awarding of exemplary and punitive damages in an
17 amount according to proof, in excess of the jurisdictional minimum of this court.

18 47. By the above conduct, which was outrageous, defendants and each of them
19 inflicted emotional distress upon the plaintiff.

20 WHEREFORE, plaintiff prays for judgment against defendants, and each of them, as
21 hereinafter set forth.

22 **FIFTH CAUSE OF ACTION**

23 (BREACH OF IMPLIED COVENANT OF GOOD FAITH
24 AND FAIR DEALING)

25 48. The allegations of paragraphs 1 through 47 are realleged and incorporated herein
26 by reference. This cause of action is pled against each and every defendant.

27 49. The employment agreement referred to above contained an implied covenant of
28 good faith and fair dealing, which obligated defendant to perform the terms and conditions of the

1 agreement fairly and in good faith and to refrain from doing any act that would prevent or impede
2 plaintiff from performing any or all of the conditions of the contract that he agreed to perform, or
3 any act that would deprive plaintiff of the benefits of the contract.

4 50. Plaintiff was associated with defendant for 4 years, and reasonably relied on the
5 provisions of the personnel manual regarding the causes for which an employee could be
6 discharged and the procedures set forth for such discharges. This created for plaintiff the
7 expectation that defendant would apply its policies and procedures in an even-handed manner to
8 afford plaintiff the protections of those policies and procedures if defendant believed there was
9 cause to discharge plaintiff.

10 51. Plaintiff at all times fulfilled his duties and conditions under the employment
11 agreement and has been ready, willing and able to continue performing them in a competent and
12 satisfactory manner.

13 52. Defendant knew that plaintiff had fulfilled all his duties and conditions under the
14 employment agreement.

15 53. Defendant breached the implied covenant of good faith and fair dealing under
16 the employment agreement by discharging plaintiff without just cause and based on trumped up
17 and false accusations and charges without any basis in fact and without adequate investigation or
18 probable cause to believe that such charges should be given any credence whatsoever. Plaintiff
19 was discharged intentionally, maliciously, and without probable cause as described above, in bad
20 faith and for reason extraneous to the contract.. In fact, defendant wrongfully discharged plaintiff
21 because of reasons of discrimination against plaintiff's disability and ethnic background. Such
22 motives were wrongful in nature and extraneous to the employment relationship and were
23 intended to deprive plaintiff of the benefits of the employment relationship.

24 54. Defendant further breached the implied covenant of good faith and fair dealing
25 by violating and failing to follow its own personnel policies by failing to investigate, failing to
26 provide plaintiff with fair warning, failing to provide plaintiff with written notice of performance
27 deficiencies or other failures as required by its personnel policy before discharge. This is
28 negligent supervision.

1 55. As a proximate result of defendant's breach of the implied covenant of good
2 faith and fair dealing, plaintiff has suffered and continues to suffer losses in earnings, income
3 earning potential, and other career benefits which he would have received had defendants not
4 breached said covenant, to his damage in an amount according to proof. He also suffered pain
5 and suffering, emotional stress, anxiety and depression, and is entitled to special and general pain
6 and suffering damages therefor.

7 56. As a further proximate result of defendant's breach of the implied covenant of
8 good faith and fair dealing, plaintiff has incurred reasonable attorneys' fees in attempting to
9 secure the benefits owed him under the employment agreement.

10 WHEREFORE, plaintiff prays for judgment against defendants, and each of them, as
11 hereinafter set forth.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, plaintiffs request relief as follows, against each defendant, for each cause
14 of action:

15 1. For back pay, future pay, lost income, severance pay, and other monetary relief,
16 in a sum according to proof, i.e., the difference between what plaintiff should have been paid and
17 what he actually was paid;

18 2. For all lost contractual benefits.

19 3. For general damages for physical and emotional pain and suffering sustained by
20 plaintiff, in a sum according to proof;

21 4. For special damages for plaintiff's lost income, foregone and delayed income and
22 diminution in income earning capacity, and related expenses in a sum according to proof;

23 5. For punitive damages in an amount appropriate to punish defendants for its
24 wrongful conduct and set an example for others;

25 6. For interest on the sum of damages awarded, calculated from January 12, 2006,
26 to the date of judgment;

27 7. For reasonable attorney's fees and costs incurred, pursuant to California
28 Government Code Section 12965(b);

1 8. For costs of suit herein incurred; and

2 9. For such other and further relief as this Court deems fair, just and equitable.

3 Dated: August 14, 2007



4
5 Stanley G. Hilton
6 Attorney for Plaintiff
7 Emilio Collado
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH # B-200607-G-0138-00-mpeEEOC # 37A 26 05300

If dual-filed with EEOC, this form may be affected by the Privacy Act of 1974.

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING and EEOC

COMPLAINANT'S NAME (indicate Mr. or Ms.)

COLLADO, EMILIO ANTONIO

ADDRESS

943 Laurie Avenue

TELEPHONE NUMBER (INCLUDE AREA CODE)

(408) 235-8795

CITY/STATE/ZIP

Santa Clara, CA 95054

COUNTY

Santa Clara

COUNTY CODE

085

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, OR STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME:

NAME

LOCKHEED MARTIN SSC/MSO

ADDRESS

1111 Lockheed Martin Way

TELEPHONE NUMBER (INCLUDE AREA CODE)

(408) 742-3005

CITY/STATE/ZIP

Sunnyvale, CA 94088

COUNTY

Santa Clara

COUNTY CODE

085

CAUSE OF DISCRIMINATION BASED ON (CHECK APPROPRIATE BOX(ES))

☐ RACE ☐ SEX ☒ DISABILITY ☐ RELIGION ☐ NATIONAL ORIGIN/ANCESTRY ☐ DENIAL OF FAMILY/MEDICAL LEAVE ☐ SEXUAL ORIENTATION
☐ COLOR ☐ AGE ☐ MARITAL STATUS ☐ MEDICAL CONDITION (cancer or genetic characteristics) ☒ OTHER (SPECIFY) RETALIATION

NO. OF EMPLOYEES/MEMBERS

100+

DATE MOST RECENT OR CONTINUING DISCRIMINATION

TOOK PLACE (month, day, and year) January 12, 2006

RESPONDENT CODE

18

THE PARTICULARS ARE:

- I. In October 2005, I was placed on a performance improvement plan. On November 30, 2005 I was suspended from work, and on January 12, 2006, I was terminated. I was hired on April 30, 2001, and at the time of termination I was earning \$72,306.00, annually.
- II. HR Representative, Lanet Randall, told me I was terminated for misconduct.
- III. I believe that I was placed on a performance improvement plan, suspended from work and terminated because of my disability (Bi-polar). I also believe that I was suspended and terminated in retaliation for complaining about what I believed to be illegal discrimination. My belief is based on the following:
 - A. On December 1, 2004, my employer was informed of my Bi-polar condition, via my application for long term disability.
 - B. On October 5, 2005, I was placed on a performance improvement plan and I was suspended from work on November 30, 2005.
 - C. In November 2005, I complained to HR Representative, Lanet Randall, that I felt I was being harassed.
 - D. Shortly after I complained, I was placed on suspension and terminated.
 - E. Prior to my employer's knowledge of my disability, I had never been placed on a performance improvement plan, or suspended.
 - F. Other (non-disabled) employees accused of misconduct, were not similarly terminated.

☒ I also want this charge filed with the Federal Equal Employment Opportunity Commission (EEOC). Corrected and mailed on 8-09-06.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge except as to matters stated on my information and belief, and as to those matters I believe it to be true.

Dated 11 August 2006At SANTA CLARA

City

COMPLAINANT  RECEIVED

DFEH-300-01 (12/99)

SJ:RF:eo

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

DATE FILED:

AUG 14 2006

AUG 14 2006

DEPT. OF FAIR EMPLOYMENT AND HOUSING

STATE OF CALIFORNIA

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

111 N. Market Street, Suite 810, San Jose, CA 95113

(408) 277-1277 TTY (800) 700-2320 Fax (408) 277-9997

www.dfeh.ca.gov



August 14, 2006

EMILIO ANTONIO COLLADO
943 LAURIE AVENUE
SANTA CLARA, CA 95054

RE: E200607G0138-00-mpe/37AA605300
COLLADO/LOCKHEED MARTIN SSC/MSO

Dear EMILIO ANTONIO COLLADO:

NOTICE OF CASE CLOSURE

The consultant assigned to handle the above-referenced discrimination complaint that was filed with the Department of Fair Employment and Housing (DFEH) has recommended that the case be closed on the basis of: Processing Waived To Another Agency.

Please be advised that this recommendation has been accepted and the case has been closed effective August 14, 2006.

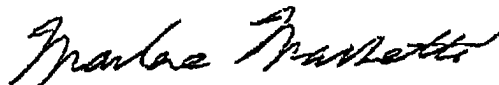
This letter is also your Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. This is also applicable to DFEH complaints that are filed under, and allege a violation of Government Code section 12948 which incorporates Civil Code sections 51, 51.7, and 54. The civil action must be filed within one year from the date of this letter. However, if your civil complaint alleges a violation of Civil Code section 51, 51.7, or 54, you should consult an attorney about the applicable statutes of limitation. If a settlement agreement has been signed resolving the complaint, it is likely that your right to file a private lawsuit may have been waived.

Notice of Case Closure
Page Two

This case may be referred to the U.S. Equal Employment Opportunity Commission (EEOC) for further review. If so, pursuant to Government Code section 12965, subdivision (d)(1), your right to sue will be tolled during the pendency of EEOC's review of your complaint.

DFEH does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,



Marlene Massetti
District Administrator

cc: Case File

EVELYN HUNT
EQUAL OPPORTUNITY
LOCKHEED MARTIN MISSILES & SPACE
1111 LOCKHEED MARTIN WAY
SUNNYVALE, CA 94088

DFEH-200-086 (06/06)
GFLORESR

LOCKHEED MARTIN

LOCKHEED MARTIN SPACE SYSTEMS COMPANY -SUNNYVALE DIVISION

1111 LOCKHEED WAY

P.O. BOX 3504

SUNNYVALE, CA 94089

O/35-05, B/154

Facsimile Transmittal**To:** Larry Ulrich**Fax:** 408/742-8028**From:** Evelyn Hunt**Date:** 8/24/2006**Re:** E200607G0138-00-mpc/37AA605300**Pages:** 7 (including cover sheet)**CC:**☐ Urgent☒ For Review☐ Please Comment☐ Please Reply☐ Please Recycle

F.Y.I. No action needed.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

PERSON FILING CHARGE

EMILIO ANTONIO COLLADO
vs.
LOCKHEED MARTIN SSC/MSO

THIS PERSON (CHECK ONE)

- ☐ Claims to be aggrieved
☐ Is filing on behalf of other person(s)

DATE OF ALLEGED VIOLATION

Earlier Later

PLACE OF ALLEGED VIOLATION

EEOC CHARGE NUMBER

37AA605300

FEPA CHARGE NUMBER (if known)

E200607G0138-00-mpe

NOTICE OF CHARGE OF DISCRIMINATION IN JURISDICTIONS WHERE AN FEP AGENCY WILL INITIALLY PROCESS

(See EEOC "Rules and Regulations" for additional information)

YOU ARE HEREBY NOTIFIED THAT A CHARGE OF EMPLOYMENT DISCRIMINATION UNDER

- ☒ Title VII of the Civil Rights Act of 1964
☐ The Age Discrimination in Employment Act of 1967 (ADEA)
☒ The Americans with Disabilities Act of 1990 (ADA)

HAS BEEN RECEIVED BY

- ☐ The EEOC and sent for initial processing to _____ (FEP Agency)
☒ The CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING and sent to the EEOC for dual filing purposes.

While EEOC has jurisdiction (upon the expiration of any deferral requirement if this is a Title VII charge) to investigate this charge, EEOC may refrain from beginning an investigation and await the issuance of the Agency's final findings and orders. These final findings and orders will be given weight by EEOC in making its own determination as to whether or not reasonable cause exists to believe that the allegations made in the charge are true.

You are therefore encouraged to cooperate fully with the Agency. All facts and evidence provided by you to the Agency in the course of its proceedings will be considered by the Commission when it reviews the Agency's final findings and orders. In many instances the Commission will take no further action, thereby avoiding the necessity of an investigation by both the Agency and the Commission. This likelihood is increased by your active cooperation with the Agency.

- ☒ As a party to the charge, you may request that EEOC review the final decision and order of the above named Agency. For such a request to be honored, you must notify the Commission in writing within 15 days of your receipt of the Agency's final decision and order. If the Agency terminates its proceedings without issuing a final finding and order, you will be contacted further by the Commission. Regardless of whether the Agency or the Commission processes the charge, the Recordkeeping and Non-Retaliation provision of Title VII and the ADEA as explained on the reverse side of this form apply.

For further correspondence on this matter, please use the charge number(s) shown.

- ☐ An Equal Pay Act investigation (29 U.S.C. 209(d)) will be conducted by the Commission concurrently with the Agency's investigation of the charge.
☒ Enclosure: Copy of the Charge

BASIS OF DISCRIMINATION

- ☐ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN ☐ AGE ☐ OTHER
☒ DISABILITY ☒ RETALIATION

CIRCUMSTANCES OF ALLEGED VIOLATION:

DATE

August 14, 2006

TYPED NAME/TITLE OF AUTHORIZED EEOC OFFICIAL

JOAN EHRLICH, DISTRICT DIRECTOR, SAN FRANCISCO D.O.

SIGNATURE

Joan Ehrlich

EEOC FORM 131-A

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

111 N. Market Street, Suite 810, San Jose, CA 95113
(408) 277-1277 TTY (800) 700-2320 Fax (408) 277-9997
www.dfeh.ca.gov



August 14, 2006

EVELYN HUNT
EQUAL OPPORTUNITY
LOCKHEED MARTIN MISSILES & SPACE
1111 LOCKHEED MARTIN WAY
SUNNYVALE, CA 94088

RE: E200607G0138-00-mpe/37AA605300
COLLADO/LOCKHEED MARTIN SSC/MSO

Dear EVELYN HUNT:

NOTICE OF FILING OF DISCRIMINATION COMPLAINT

Enclosed is a copy of a complaint that has been filed with the Department of Fair Employment and Housing in accordance with California Government Code sections 12960 and/or 12980. This constitutes service of the complaint pursuant to Government Code sections 12962 and/or 12986.

This agency does not request any action by you at this time. You will be notified by the Department when any further official action is taken.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rebecca Flores'.

REBECCA FLORES
Consultant
Telephone Number: 408-277-1279

Enclosures
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

DFEH-200-05 (06/98)

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

111 North Market, Ste. 810, San Jose, CA 95113

(408) 277-1277 TTY (800) 700-2320 Fax (408) 277-9997

www.dfeh.ca.gov

**PRIVACY NOTIFICATION**

The Information Practices Act of 1977 requires this Department to provide the following information to persons who are asked by the Department of Fair Employment and Housing (DFEH) to supply information:

- The principal purpose for requesting information is to receive, investigate, and resolve complaints of discrimination.
- California Government Code section 12900, ex seq. and California Civil Code section 51 et seq. require persons seeking to file complaints with DFEH to provide sufficient information for the Department to establish jurisdiction and conduct an investigation of the allegations.
- The submission of requested information by those against whom a complaint is filed (respondent) is voluntary. However, all respondents should be aware that DFEH has the authority to subpoena those records and witnesses it deems necessary to complete the investigation.
- As authorized by law, information furnished may be transferred to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Labor, the U.S. Department of Housing and Urban Development, the U.S. Department of Health and Human Services, the U.S. Department of Education, the U.S. Department of Justice, or any branch of the California State Government, or any other local or Federal agency with similar jurisdiction.
- Information furnished would also be released pursuant to a valid subpoena.
- For the purpose of seeking a determination on a complaint, the information provided may be disclosed to members of the California Fair Employment and Housing Commission and an Administrative Law Judge at a public hearing.
- As permitted by the Information Practices Act, unless compelled by a subpoena, we do not release information in complaint files relating to open cases other than non-personal information on the complaint form itself. Once a complaint is closed, individuals have the right of access to records containing personal information about them which are maintained by the Department of Fair Employment and Housing. Non-personal information, including the allegations in the complaint document itself, are disclosable to the public when a case has been closed. The official responsible for maintaining the information is the District Administrator of the office where the complaint was filed.

Oct 19 2008 2:29PM HP LASERJET FAX

STATE OF CALIFORNIA - State and Consumer Services A

Arnold Schenckmayer, Director

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

111 N. Market Street, Suite 810, San Jose, CA 95113
(408) 277-1277 TTY: (800) 700-2320 Fax (408) 277-9997
www.dfeh.ca.gov



October 4, 2006

RESERVED 10/11/06

Emilio Antonio Collado
943 Laurie Avenue
Santa Clara, CA 95054

Re: Case No./EEOC No.: E-200607-G-0138-00-mpe/37A-A6-05300
Case Name: Collado/Lockheed Martin SSC/MSO

Dear Mr. Collado:

This letter is to notify you that the above-referenced case of discrimination is being reopened. This action is necessitated because it was referred to EEOC in error and the Department of Fair Employment & Housing (DFEH) will be investigating your case.

In the event that you decide to file a private lawsuit, it must be filed no later than August 14, 2007. The reopening of your case does NOT extend the statute of limitations. You will be advised of the Department's decision regarding this matter as soon as a final determination is made. If you have any questions, please feel free to call Consultant Emie Herrera at (408) 277-1910.

Sincerely,

Marlene Massetti
District Administrator

cc: Evelyn Hunt
Equal Opportunity
Lockheed Martin Missiles & Space
1111 Lockheed Martin Way
Sunnyvale CA 94088

EEOC

Oct 18 2008 2:30PM HP LASERJET FAX

**SUPPLEMENT TO NOTICE OF FILING OF
EMPLOYMENT DISCRIMINATION COMPLAINT****Case No. 8-200607-G-0138-00mpc**

In addition to the following specific information, please remember to complete the "Response to a Complaint of Discrimination - B". Please respond in detail to each allegation in the complaint, and supply all statements or documents which, in your opinion, will assist us in determining the merits of this complaint.

1. State the reason(s) complainant was terminated and provide all documentation to support your reasons, i.e., counseling notices, written reprimands, attendance records, etc. In addition; please state complainant's salary/rate of pay, and benefits received at the time of termination.
 - a. Explain or submit a copy of the policy which governed complainant's termination.
2. Provide a copy of any written notice(s) to complainant of his termination.
3. List the names of all person(s) involved in the decision to terminate complainant. State each person's job title, and responsibility as it relates to the decision to terminate complainant and the issues raised by the complainant in his charge of discrimination.
4. Describe your company's practices regarding discipline and dismissal of employees in complainant's classification and work unit, including a description of the disciplinary steps required prior to termination for cause. Provide copies of any written policies.
 - a. State how this policy was applied to complainant.
5. Provide a copy of the job description for complainant. If no written description exists describe the duties, responsibilities and required skills.
6. List all employees, to include complainant, who were supervised by the same person supervising complainant during the past two years. Identify each person's disability (if known), job classification and provide the current home telephone number and work number:
 - a. Identify which of these employees were discharged for the same or equally serious reason as the complainant. Provide supporting documentation
 - b. Explain how the policy governing termination was applied to these employees and provide supporting documentation.
 - c. State how your pre-termination policy referenced in Question 4 was applied to these employees and provide appropriate documentation.
7. List the names of all employees who were discharged by the same decision maker(s) who terminated complainant during the past two years. For each, state disability (if known), job classification, date of hire, date and reason for termination. Include supporting documenting such as termination notice, reprimands, attendance records, etc., and last known home address and telephone number for each employee listed.
8. Provide the name, job classification, date of hire and salary of complainant's replacement.
9. Complainant asserts that others accused of misconduct, committed the same or similar work infractions to those of the complainant but were not similarly reprimanded. Please respond to these allegations and provide documentation which supports your position.

Oct 19 2006 2:31PM HP LASERJET FAX

-2-

10. Provide a description of your policy on retaliation. Provide a copy of any written policy, and explain what steps have been taken to implement it.
11. Describe your organization's policy and procedures for processing employee grievances. Submit a copy of any written grievance procedures relevant to the Complainant and the issues raised in the complaint.
12. Provide a copy of the investigation (if any) of the Complainant's alleged retaliation (suspended and placed on a Performance Improvement Plan). Provide copies of all notes and documents compiled by the investigator concerning the retaliation.
13. State whether you or your representative had prior to complainant's charge, been informed of any other complaints involving Barbara Cruise.
14. If any disciplinary action was taken as a result of the Complainant's complaint and/or your investigation, please describe action taken and provide supporting documentation.
15. Explain any action taken relative to a remedy in connection with any complaint of retaliation.
16. Has any other employee been suspended? If so, when and why.
17. Has any other employee been placed on a Performance Improvement Plan? If so, when and why and were they successful.
18. Provide all current any previous performance evaluations for the complainant for the period of 2003, 2004 and 2005.